



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Yeogirl YUN et al.

Application No./Patent No.: 09/287,296 Filed/Issue Date: April 7, 1999

Entitled: **METHOD AND APPARATUS FOR DEFINING DATA OF INTEREST**

CNET Networks, Inc., a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

- the assignee of the entire right, title, and interest; or
- an assignee of less than the entire right, title and interest:
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 010059, Frame 0194, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Yeogirl Yun et al. To: mySimon, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel 010059, Frame 0194, or for which a copy thereof is attached.
2. From: mySimon, Inc. To: CNET Networks, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

June 7, 2004

Date

Sharon Le Duy

Typed or printed name

Senior Vice President and General Counsel
Title

A0540810

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

FEB 29 2000

AGREEMENT OF MERGER

BILL JONES, Secretary of State

AGREEMENT OF MERGER, dated as of February 29, 2000 (this "Agreement"), by and between mySimon Inc., a California corporation (the "Company") and CNET Sub, Inc., a Delaware corporation ("Merger Sub") and a wholly-owned subsidiary of CNET, Inc., a Delaware corporation ("CNET"). The Company and Merger Sub are hereinafter collectively referred to as the "Constituent Corporations."

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Constituent Corporations agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger. At the Effective Time (as defined in Section 1.02), and subject to and upon the terms and conditions of this Agreement, the Agreement and Plan of Merger, dated as of January 19, 2000, (the "Merger Agreement"), among CNET, Merger Sub, and the Company, and the California General Corporation Law (the "CGCL") and the Delaware General Corporation Law, Merger Sub shall be merged with and into the Company (the "Merger"), the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation").

SECTION 1.02. Effective Time. Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned pursuant to Article II, as promptly as practicable (and in any event within two business days) after the satisfaction or waiver of the conditions set forth in Article VII of the Merger Agreement, the parties hereto shall cause the Merger to be consummated by filing this Agreement, together with the required officers' certificates, with the Office of the Secretary of State of the State of California. The Merger shall become effective at the time of such filing (the "Effective Time").

SECTION 1.03. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Merger Agreement and the applicable provisions of the CGCL. Without limiting the generality of the foregoing and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

SECTION 1.04. Articles of Incorporation. The Articles of Incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by the CGCL and such Articles of Incorporation.

SECTION 1.05. Effect on Securities, Etc. At the Effective Time, by

virtue of the Merger and without any action on the part of Merger Sub or the Company or the holders of any securities of the Company:

(a) Conversion of Securities. Each share of the Company's common stock, no par value per share ("Company Common Stock"), and each share of a series of Company's Preferred Stock, no par value per share, issued and outstanding immediately prior to the Effective Time shall be converted, subject to Section 1.05(e), into the right to receive that number of validly issued, fully paid and nonassessable common shares, par value \$0.0001 per share, of CNET ("CNET Common Shares") as set forth below:

<u>Class or Series Be Issued for Each Share of Company Capital Stock</u>	<u>Number of CNET Common Shares to</u>
Common Stock	0.29756
Series A Preferred Stock	0.30072
Series B Preferred Stock	0.31259
Series C Preferred Stock	0.41216
Series D Preferred Stock	0.33760

(b) Capital Stock of Merger Sub. Each share of common stock, \$0.01 par value per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of common stock, no par value, of the Surviving Corporation.

(c) Cancellation of Company Owned Shares. Each share of Company Common Stock held in the treasury of the Company and each share owned by any wholly-owned subsidiary of the Company (as treasury stock or otherwise) immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to be outstanding, be canceled and retired without payment of any consideration therefor and cease to exist.

(d) Fractional Shares. No certificates or scrip representing fractional shares of CNET Common Shares shall be issued upon the surrender for exchange of a certificate or certificates (the "Certificates") and such fractional share interests will not entitle the owner thereof to vote or to any rights of a shareholder of CNET. In lieu of any such fractional share, each holder of Company Common Stock who would otherwise have been entitled to a fraction of a share of CNET Common Shares upon surrender of Certificates for exchange shall be paid upon such surrender cash (without interest) in an amount equal to such fraction multiplied by \$58.4625.

(e) Stock Options. At the Effective Time, each outstanding option to purchase Company Common Stock (each a "Company Option") under the Company Stock Option Plan, whether vested or unvested, shall be assumed by CNET and deemed to constitute an option (a "CNET Option") to acquire, on the same terms and conditions as were applicable under the Company Option, the same number of shares of CNET

Common Shares as the holder of such Company Option would have been entitled to receive pursuant to the Merger has such holder exercised such option in full immediately prior to the Effective Time (rounded down to the nearest whole number), at a price per share (rounded up to the nearest whole cent) equal to (i) the per share exercise price for the shares of Company Common Stock otherwise purchasable pursuant to such Company Option divided by (ii) 0.29756.

SECTION 1.06. Taking of Necessary Action; Further Action. Each of Merger Sub and the Company will take all such reasonable and lawful actions as may be necessary or appropriate in order to effectuate the Merger and the other transactions contemplated by this Agreement in accordance with this Agreement as promptly as possible. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and Merger Sub, the officers and directors of the Company and Merger Sub immediately prior to the Effective Time are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

ARTICLE II

TERMINATION

SECTION 2.01. Termination by Mutual Agreement. Notwithstanding the approval of this Agreement by the shareholders of the Company and Merger Sub, this Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Boards of Directors of the Constituent Corporations.

SECTION 2.02. Termination of Agreement and Plan of Merger. Notwithstanding the approval of this Agreement by the shareholders of the Company and Merger Sub, this Agreement shall terminate forthwith in the event that the Merger Agreement shall be terminated as therein provided.

SECTION 2.03. Effects of Termination. In the event of the termination of this Agreement, this Agreement shall become void and there shall be no liability on the part of either the Company or Merger Sub or their respective officers or directors, except as otherwise provided in the Merger Agreement.

ARTICLE III

GENERAL PROVISIONS

SECTION 3.01. Amendment. This Agreement may be amended by the parties hereto by action taken by or on behalf of their respective Boards of Directors at any time prior to the Effective Time; provided, however, that, after approval of the Merger and this Agreement by the shareholders of the Company, no amendment may be made which by law requires further approval by such shareholders without such further approval. This Agreement may not be amended except by an instrument in writing

signed by the parties hereto.

SECTION 3.02. Waiver. At any time prior to the Effective Time, any party hereto may with respect to any other party hereto (a) extend the time for the performance of any of the obligations or other acts, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, or (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby.

SECTION 3.03. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 3.04. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

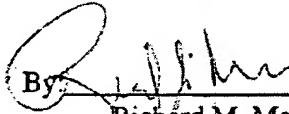
SECTION 3.05. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and fully performed within the State of California.

SECTION 3.06. Counterparts. This Agreement may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

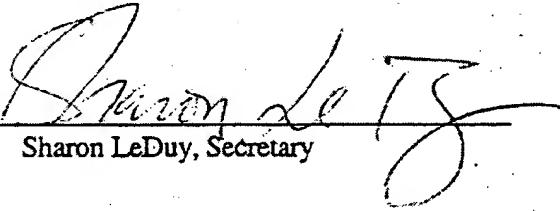
IN WITNESS WHEREOF, the Company and Merger Sub have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CNET SUB, INC.

By:


Richard M. Marino, President

By:


Sharon LeDuy, Secretary

MYSIMON INC.

By:

Josh Goldman, President and CEO

By:

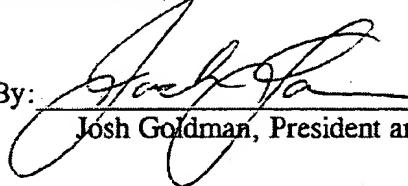
Michael Shannahan, Secretary and CFO

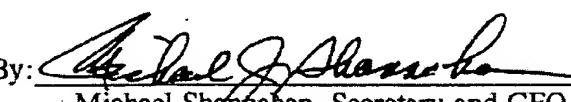
CNET SUB, INC.

By: _____
Richard M. Marino, President

By: _____
Sharon LeDuy, Secretary

MYSIMON INC.

By: 
Josh Goldman, President and CEO

By: 
Michael Shanahan, Secretary and CFO

MYSIMON INC.

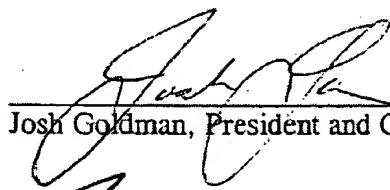
Officers' Certificate of Approval of Merger

Josh Goldman and Michael Shannahan hereby state and certify that:

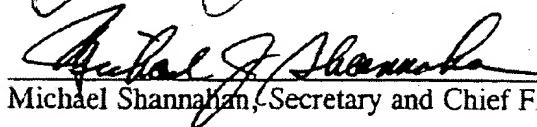
1. Josh Goldman is the President and Chief Executive Officer, and Michael Shannahan is the Secretary and Chief Financial Officer of mySimon Inc., a corporation organized under the laws of the State of California (the "Corporation").
2. The Agreement of Merger (the "Agreement") in the form attached hereto was duly approved by the Board of Directors and shareholders of the Corporation.
3. The Corporation has issued and outstanding 14,370,310 shares of Common Stock, 2,857,142 shares of Series A Preferred Stock, 1,800,000 shares of Series B Preferred Stock, 920,712 shares of Series C Preferred Stock, and 11,261,262 shares of Series D Preferred Stock entitled to vote upon the Merger.
4. The principal terms of the Agreement were approved by the shareholders of the Corporation by a vote of the number of shares which equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares of Common Stock, more than 50% of the outstanding shares of Preferred Stock, more than 50% of the outstanding shares of Series D Preferred Stock, voting as a separate series, and more than 50% of the outstanding shares of Common Stock and Preferred Stock, voting as a separate class.

On the date set forth below, in the city of Santa Clara in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on February 29, 2000



Josh Goldman, President and Chief Executive Officer



Michael Shannahan, Secretary and Chief Financial Officer

CNET SUB, INC.

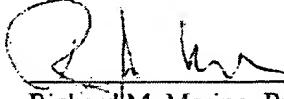
Officers' Certificate of Approval of Merger

Richard M. Marino and Sharon LeDuy hereby state and certify that:

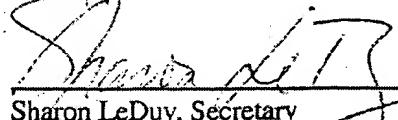
1. They are the President and Secretary, respectively of CNET Sub, Inc., a corporation organized under the laws of the State of Delaware (the "Corporation").
2. The Agreement of Merger (the "Agreement") in the form attached hereto was duly approved by the Board of Directors and by the sole shareholder of the Corporation.
3. The Corporation has one authorized class of shares designated Common Stock. The total number of outstanding shares of Common Stock of the Corporation entitled to vote on the Merger was 1,000 shares.
4. The principal terms of the Agreement were approved by 100% of the outstanding shares of Common Stock of the Corporation, which equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares of Common Stock.
5. No approval of the Merger by the outstanding shares of CNET, Inc., the owner of all the outstanding shares of this Corporation, is required in connection with the Merger.

On the date set forth below, in the city of San Francisco in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on February 29, 2000



Richard M. Marino, President



Sharon LeDuy, Secretary



CERTIFICATE OF OWNERSHIP AND MERGER

OF

CNET NETWORKS, INC.

(a Delaware corporation)

INTO

CNET, INC.

(a Delaware corporation)

It is hereby certified that:

1. CNET, Inc. [hereinafter sometimes referred to as the "Corporation"] is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of the common stock of CNET Networks, Inc., which is also a business corporation of the State of Delaware.
3. On January 19, 2000, the Board of Directors of the Corporation adopted the following resolutions to merge CNET Networks, Inc. into the Corporation:

RESOLVED that CNET Networks, Inc. be merged into this Corporation, and that all of the estate, property, rights, privileges, powers and franchises of CNET Networks, Inc. be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by CNET Networks, Inc. in its name.

RESOLVED that this Corporation shall assume all of the obligations of CNET Networks, Inc.

RESOLVED that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the State of Delaware and within any other appropriate jurisdiction.

RESOLVED that this Corporation shall change its corporate name to CNET Networks, Inc.

4. The certificate of incorporation the Corporation, is to be amended and changed by

Feb-28-00 03:22pm From-

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reason of the merger herein certified by striking out Article 1, thereof, relating to the name of said surviving corporation, and by substituting in lieu thereof the following article:

"1. The name of the Corporation is CNET Networks, Inc."

Executed on February 29, 2000.

CNET, INC.

By:

Sharon LeDuy, Secretary

